



## **TITCOMB LANDFILL SOLAR RFP QUESTIONS**

**Received by JUNE 29, 2017 17:00 Deadline (City of Amesbury Responses are shown in **RED**)**

Questions:

1. The RFP states that the City requires a base proposal that is lease only. However, statements were made at the pre-bid meeting that suggested that the City plans to purchase the electricity produced by the array. Can you clarify whether the city desires to purchase the electricity?
  - a. Please follow the RFP and addenda as cannon and not the Pre-Bid Presentation. Please refer to the Price Proposal section on Pages 13-14 of the RFP and Page 1 bullet number 3 of the RFP.
2. Can the City clarify whether having a MA PE, LSP and NABCEP certified installer on staff is a bid requirement, or if bidders should call out these certifications as evidence of their qualification?
  - a. All bidders must clearly identify the PE, LSP, Electricians, and NABCEP Installers and provide relevant proof of current MA licenses. These personnel may be part of the core company, or a team member for the response. The identified personnel cannot be substituted post award without written approval by the City. Resumes for these key team members must be provided as part of the response. In particular the LSP must demonstrate relevant experience with landfills in the Commonwealth of Massachusetts. As part of the team they will be required to attend, and be prepared for questions, during the interview process.
3. Is Waste Management supportive of the development of a solar array at the Titcomb landfill?
  - a. The City cannot speak on behalf of Waste Management, Inc. The City owns this real estate and can develop it in accordance with the City's rights as the land owner and permitted reuse by the Massachusetts Department of Environmental Protection (MA DEP).



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4. Has Waste Management provided assurances that its operations and maintenance (O&M) activities will not impact or adversely affect the proposed solar array?
  - a. The City is the owner of the landfill property and can develop it in accordance with the City's rights as the land owner and permitted reuse by MA DEP. The landfill is capped and closed per permit by MA DEP. We refer you to the MA DEP letter stamped with the date July 26, 2013 within Appendix C of the RFP. The City has reviewed the O&M plan as prepared for Waste Management by the firm Geosyntec and dated May 2015. The plan calls for monitoring of groundwater, and landfill gas. These activities are not invasive as they rely on existing structures and systems as seen on the provided document in Appendix C of the RFP. The only change to the O&M responsibility associated with the proposed solar array would be for mowing of the grass atop the landfill. The conclusion during the development of this, and the previous, RFP was that the responsibility for mowing is best conducted by the solar developer as their assets are more vulnerable during mowing activities.
5. The site appears to be located on land zone Office Park (OP) and is outside of the designated Renewable Energy Development Overlay District (REDD). Power plants, public utilities, and essential services are all "Permitted" uses on lands zoned as OP. Please confirm that a ground-mounted solar farm is considered a permitted use on "OP" zoned lands, and no land use permit approval would be required from the City of Amesbury.
  - a. Please see the following from the City website:  
[https://www.amesburyma.gov/sites/amesburyma/files/file/file/amesbury\\_zoning\\_bylaw\\_feb9-2016.pdf](https://www.amesburyma.gov/sites/amesburyma/files/file/file/amesbury_zoning_bylaw_feb9-2016.pdf)
6. Even though the site is located outside the REDD, should the project be designed and will the project be reviewed in accordance with those standards?
  - a. Please see the following City website:  
[https://www.amesburyma.gov/sites/amesburyma/files/file/file/amesbury\\_zoning\\_bylaw\\_feb9-2016.pdf](https://www.amesburyma.gov/sites/amesburyma/files/file/file/amesbury_zoning_bylaw_feb9-2016.pdf)
7. Will the City require any landscaping outside the fence boundary? If so, would this be required on all sides or only sides that front roads and/or residences?
  - a. Please refer to the Operations and Maintenance Services section of the RFP on Page 10 and refer to Appendix F of the RFP – Lease Agreement. Article VI, in particular section 6.2 and section 6.3, covers this question.
8. The RFP states that a post-closure care/maintenance plan is under preparation. Can the post-closure permit previously issued by Mass DEP be transferred?
  - a. The post closure plan prepared by Geosyntec, the consultants to Waste Management, is complete. The City understands that any permits previously generated by Sun Edison, or their designee, are not transferable.



9. Are there CAD files or Detail Designs available from SunEdison's Approved Plans?
  - a. The City does not possess any Sun Edison CAD files. The City does have the hard copy plans submitted to the Amesbury Planning Board. The City also has a file provided by Waste Management, Inc. labeled as: (ACADR14) Titcomb Pit Landfill-PCMMP 2014.11.dwg. The City will make those available to the Pre-Bid Meeting attendees as an addendum to the RFP.
10. Should the proposed design avoid the "Subsurface Drainage Header Pipe" shown in the Topo?
  - a. The designated developer must avoid any impacts to the landfill structure and integrity.
11. Should the proposed design avoid the "Gas Collection Trench" shown in the Topo?
  - a. The designated developer must avoid any impacts to the landfill structure and integrity.
12. Please confirm that bidders should assume a lease payment of \$20,000/MWdc/Year through the duration of the 20-year term.
  - a. Per the Price Proposal section of the RFP, Respondents must provide a base price proposal for the Project as a SMART Program Project that includes a dollar per MW annual lease payment (the total dollar amount is not set in the RFP) and assumes \$15,000 per MW (DC) in annual PILOT payments with a 2% annual escalator. For more detail on the price proposals the City will consider, please refer to the Price Proposal section on Pages 13-14 of the RFP.
13. Please confirm that the City of Amesbury will be the off-taker of the power generated at the project.
  - a. The City is requesting a base proposal that does not include the City as off-taker. For more detail on the price proposals the City will consider, please refer to the Price Proposal section on Pages 13-14 of the RFP. Please also refer to Page 1 bullet number 3 of the RFP.
14. Please provide recent bills for the city facilities listed in Appendix D and/or elaborate on the National Grid tariff for each of these accounts.
  - a. The City will not provide the bills as requested. The data from the 2013 audits, which were used to compile the table in the RFP are valid.
15. Please provide the list of those who attended the pre-bid meeting.
  - a. The City will make this available as an addendum.
16. "Payment and Performance Guarantee" – we believe that the intention of this provision can be solved in another way. Instead of requiring a Payment and Performance Guarantee, the City can simply include an early termination right if during development the parent company goes bankrupt.
  - a. Please see the section of the RFP titled Contracting Requirements found on Page 7 Section 6.0. Specifically "Respondent's proposal must demonstrate the Respondent's willingness and ability to comply with the mandatory contract requirements set forth in Appendix E.



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17. “Subcontracting” sections – a City’s disapproval of any subcontractor could cause significant delay to the project. We recommend that the City alter this section that instead of requiring the City’s approval, the City should list their requirements for subcontractors. Such as, all subcontractors must be fully insured and have no outstanding debts or litigation with the City.
  - a. Please see the section of the RFP titled Contracting Requirements found on Page 7 Section 6.0. Specifically “Respondent’s proposal must demonstrate the Respondent’s willingness and ability to comply with the mandatory contract requirements set forth in Appendix E.
18. “Early Termination Right” section – as written, the timeline for which the City can invoke its early termination rights is far too compressed, and there is no opportunity for the developer to remedy. As written, it makes project development impossible. Why would a developer spend money on development items, when the timeline for milestone completion is unrealistic, and the City can terminate with no opportunity for remedy?
  - a. Please see the section of the RFP titled Contracting Requirements found on Page 7 Section 6.0. Specifically “Respondent’s proposal must demonstrate the Respondent’s willingness and ability to comply with the mandatory contract requirements set forth in Appendix E.
19. Possible use of the adjacent City owned parcels. Can we treat this area as part of the same parcel for the purposes of locating electrical equipment, and for extending the setback requirement normally associated with parcel boundaries?
  - a. The only City owned real estate that is part of this project is the parcel identified as Map 87 Lot 2 by the Assessor’s Office. No other parcels are included, or can be included in this project.
20. Will any extensions be granted for the due date of the RFP responses?
  - a. As discussed in the Pre-Bid meeting held on June 22, 2017 at 14:00 the only extension that is being considered is one that would relate to decisions being made by the Commonwealth of Massachusetts for the rollout of the SMART program. As of the date of this addendum NO extension has been applied to this RFP.
21. Will liquidated damages be limited to delays solely in the control of the contractor? The contractor should not be held responsible for delays not in its control (e.g., weather limiting construction on a landfill cap, permit review/approval, interconnection schedule, etc.).
  - a. Please refer to Section 5.14 of the Lease Agreement, Appendix F to the RFP, for proposed language regarding delay damages.



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22. Since RFP bids are due prior to the October SMART auction to determine base (capacity) rates. What should respondents assume as the base rate under SMART?
  - a. The City will not provide details on how any respondent will develop their specific response. The City is aware that the Commonwealth of MA is changing solar regulations from SREC to SMART. The basis of the bid is the structure of the Lease and PILOT payments. The respondents need to fully explain how any additional incentives, adders, electricity purchase agreements, and the conditions of SREC or SMART can be used in the project. Those explanations must be clear and defensible with all appropriate supporting documentation.
23. Can the town share the interconnection study previously conducted by National Grid?
  - a. No. The City does not possess the documents, or the rights to the documents.
24. Are geotechnical reports available for the property?
  - a. No. The City does not have any such studies. Engineering due diligence is the responsibility of the respondent.
25. Are the reports for the environmental/engineering monitoring of the former landfill by Waste Management available?
  - a. No. The City does not receive these reports as Waste Management, Inc. is responsible for the monitoring through MA DEP. Therefore all communication is between that regulatory authority and Waste Management, Inc.
26. Is the Waste Management, Inc. Environmental Monitoring Plan dated Jul 2013 prepared by their consultants, Geosyntec, available?
  - a. This City does have this report and will make it available through the addenda process.
27. Are there a recorded surveys, deeds, liens, or easements for the property that the City can provide?
  - a. Engineering and real estate due diligence is the responsibility of the respondent. For the City's title to the property, see the Order of Taking dated February 1, 2012, made available through the addenda process, recorded at Book 31108, Page 142 in Essex County.
28. Can the City provide a copy of the agreement between the City and Waste Management, Inc. that addresses the terms of the relationship between the City as landowner and Waste Management, Inc. as environmental liability holder?
  - a. No such document is currently available. Please see the letter from MA DEP stamped July 26, 2013, issued with the RFP, as well as the additional Geosyntec environmental monitoring plan dated July 2013 made available through the addenda process for additional information.
29. Is there any history of hazardous materials releases, accidental or otherwise, that have been documented at the site, or is an Environmental Assessment available for the site?
  - a. Environmental due diligence is the responsibility of the respondent. Reports on environmental monitoring of the landfill may be available through MA DEP.



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30. Are there any known limitations on locations of access roads within the site?
  - a. Engineering due diligence and design are the responsibility of the respondent.
31. Are there any known limitations on placement of solar arrays anywhere on the site?
  - a. Engineering due diligence and design are the responsibility of the respondent.
32. Will the contractor be required to remove or alter the existing fence/gate as part of the required new fencing called out in the RFP?
  - a. Please refer to the Operations and Maintenance Services section of the RFP on Page 10 for specific fencing requirements related to the Project. The City will entertain all proposals for treatment of the existing fence/gate.
33. Are there any specific requirements for re-seeding (for example, approved seed mix, time of year)?
  - a. The developer is responsible for all aspects of the design, construction, and permitting of the project. The specific requirements for the landfills soils and grass are most likely linked to the Post Closure Permit as prescribed by MA DEP and currently executed by Waste Management, Inc. Any specific determinations are not made by the City unless they would be within the jurisdiction of the Planning Board, and/or the Conservation Commission. Such determinations would be made after submission to those bodies.
34. Are *As-Builts*, *Contingency Plans*, or *engineering plans* available for the landfill?
  - a. The City does not possess these documents. What the City does have is noted in the above questions and will be made available through the agenda process.